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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

**In Re:**

No.: 2:20-cv-00594-JAD-EJY

LISA A. BRYANT,

Plaintiff,

v.

MADISON MANAGEMENT  
SERVICES, LLC, AND WALDMAN  
& PORRAS, PLLC,  
Defendant.

**FIRST AMENDED COMPLAINT**

For this Complaint, the Plaintiff, Lisa A. Bryant by undersigned counsel, states as follows:

**JURISDICTION**

1. This action arises out of Defendants' violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA") in Defendant's illegal efforts to collect a consumer debt and jurisdiction is therefore proper in this Court pursuant to 28 U.S.C. § 1331.

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**ALLEGATIONS APPLICABLE TO ALL COUNTS**

8. On or about March 26, 2004, Bryant obtained a loan as evidenced by a note and deed of trust on the Home allegedly securing said note (collectively, the “First Mortgage Loan”).

9. Bryant is presently current on her obligations under the First Mortgage Loan.

10. Unbeknownst to Bryant, a second note was procured through Accredited Home Lenders, Inc. in the amount of \$90,250.00 which was then allegedly secured by a deed of trust on the Home (collectively, the “Second Mortgage Loan”).

11. The Second Mortgage Loan is believed to have been procured through fraudulent means as Bryant was not party to the execution of the same and received no funds through the same.

12. Defendant Madison currently services the Second Mortgage Loan on behalf of PVK Properties, LLC (“PVK”), the alleged assignee of the Second Mortgage Loan.

13. Madison obtained servicing rights to the Second Mortgage Loan in or around September 2017 from Bayview Loan Management Services, LLC (“Bayview”), the prior servicer of the Second Mortgage Loan.

14. W&P acted as the agent and attorney for Madison and PVK with respect to W&P’s conduct discussed, *infra*.

1           15. Bryant received no documentation regarding the Second Mortgage Loan  
2 and had no knowledge of the Second Mortgage Loan until receiving notice that  
3 Madison had obtained servicing rights to the same in or around September 2017.

4           16. Bryant repeatedly averred to Madison that she had no prior knowledge  
5 of the Second Mortgage Loan after beginning to receive notices from Madison and  
6 informed Madison that the Second Mortgage Loan was presumably procured  
7 through fraudulent means.

8           17. Madison, through their counsel W&P, send correspondence to Bryant  
9 dated May 25, 2018 and captioned “NOTICE OF DEFAULT AND INTENT TO  
10 ACCELERATE AND ENFORCE THE POWER OF SALE” claiming that the  
11 Second Mortgage Loan was in default for failure to make the payment due for  
12 August 1, 2014 and that the amount required to reinstate the Second Mortgage  
13 Loan and cure the alleged default was \$41,438.41.

14           18. Bryant sent correspondence dated June 29, 2018 to W&P disputing the  
15 claimed debt evidenced by the Second Mortgage Loan explicitly stating that she  
16 believed the debt was “part of an identity theft” and a “scheme of fraud for profit”.  
17

18           19. In subsequent months, Bryant repeatedly sent correspondence and spoke  
19 with Madison and W&P (collectively “Defendants”) to dispute the debt.  
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21           20. On or about August 20, 2018, it appear that First American Title  
22 Insurance Company filed a deed of reconveyance with the Clark County  
23 Recorder’s Office releasing Bryant from the Second Mortgage Loan.  
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1           21. Despite Bryant’s repeated attempts to clarify the fraudulent nature of the  
2 Second Mortgage Loan with Defendants, Defendants continued to claim that  
3 amounts evidenced by the Second Mortgage Loan were validly due and owing  
4 from Bryant.

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6           22. Despite the reconveyance filed on August 20, 2018, Defendants issued  
7 and filed a notice of default and election to sell (“notice of default”) the Home on  
8 or about October 10, 2019 based upon the alleged default on the Second Mortgage  
9 Loan (the “Notice”).

10           23. Per email correspondence from W&P, Defendants rescinded the Notice  
11 in order to correct the alleged “reconveyance error”<sup>1</sup> that Plaintiff presumes took  
12 place on August 20, 2018, but indicated that they would be further proceeding  
13 under a new notice of default.

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15           24. To-date, the reconveyance has not been rescinded.

16           25. Despite Bryant’s repeated attempts to clarify the fraudulent nature of the  
17 Second Mortgage Loan with Defendants, Defendants continued to claim that  
18 Bryant was past due on the Second Mortgage Loan in amounts in excess of were  
19 past due on their obligations under the Loan in the amount of \$41,438.41.

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21           26. Defendants have attempted and continue to attempt to collect upon the  
22 amounts evidenced by the Second Mortgage Loan.

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<sup>1</sup> Plaintiff presumes Defendants were referring to the deed of reconveyance filed on or about August 20, 2018 by First American Title Insurance Company.

1           27. Upon receiving the notices from Defendants claiming that she owes  
2 amounts due upon the Second Mortgage Loan, which she did not execute and of  
3 which she had no prior knowledge, Bryant was shocked, frustrated, anxious,  
4 embarrassed, and otherwise emotionally distraught that Defendants were  
5 attempting to collect on the debt.  
6

7           28. Defendants' willful and wrongful actions have caused Bryant to suffer  
8 emotional distress driven by fear, anxiety, and concern that Defendants will  
9 wrongfully seek to foreclose upon the Second Mortgage Loan and sell her Home  
10 unless she agrees to pay sums for which she is not obligated to despite the fact that  
11 she did not enter into the Second Mortgage Loan and received no funds from the  
12 same.  
13

14           29. Bryant attempted to refinance her home on three separate occasions  
15 between October 10, 2019, the date the Defendants issued and filed a notice of  
16 default, and March 4, 2020, the date the Defendants rescinded the notice of default.  
17 Bryant tried to refinance her Home on or about November 23, 2019, December 19,  
18 2019 and February 20, 2020.  
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20           30. Bryant was denied all three times by the mortgage companies based on  
21 the notice of default that was filed by the Defendants on October 19, 2019 on her  
22 Home. Bryant even tried to obtain title insurance on her own in hopes that if she  
23 were able to obtain a title insurance policy that this would facilitate a refinance of  
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1 her Home. The title insurance company told her that she would either have to pay  
2 off the Second Mortgage Loan by refinancing or selling her Home.

3 31. If not for the Notice of Default that was filed by the Defendants, Bryant  
4 would have been able to refinance her home at a lower interest rate.  
5

6 **COUNT ONE: AGAINST MADISON AND W&P**  
7 **VIOLATIONS OF THE FDCPA, 15 U.S.C. §§ 1692, *et seq.***

8 32. Bryant restates and incorporates the statements and allegations  
9 contained in paragraphs 1 through 26 in their entirety, as if fully rewritten.  
10

11 33. Bryant is a “consumer” as she is a natural person residing in Clark  
12 County, Nevada and is allegedly obligated to pay on a debt evidenced by the  
13 Second Mortgage Loan which, Madison seeks to collect. See, 15 U.S.C. §  
14 1692a(3).

15 34. The debt evidenced by the Second Mortgage Loan is a “debt” as it is  
16 proclaimed and evidenced to be a conventional mortgage loan obtained for  
17 personal, household, or family use under which Bryant subsequently became  
18 obligated. See, 15 U.S.C. § 1692a(5).  
19

20 35. Madison and W&P are each a “debt collector” as defined by the  
21 FDCPA as they are each attempting to collect on the debt represented by the  
22 Second Mortgage Loan allegedly owed to PVK and obtained servicing rights to the  
23 Second Mortgage Loan after it was allegedly in default. See, 15 U.S.C. § 1692a(6).  
24

1           36. W&P and Madison each regularly use the instrumentalities of interstate  
2 commerce and/or the mails in its business the principal purpose of which is the  
3 collection of debts, and regularly collects or attempts to collect, directly or  
4 indirectly, debts owed or due or asserted to be owed or due another.

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6           37. Bryant has a private right of action under the FDCPA against both  
7 Madison and W&P pursuant to 15 U.S.C. § 1692k(d) for the breaches outlined,  
8 *infra*.

9           38. Defendants each violated 15 U.S.C. § 1692e(2) by misrepresenting the  
10 character, amount, or legal status of the debt represented by the Second Mortgage  
11 Loan, misrepresenting to Bryant that the she was in default on obligations under  
12 the Second Mortgage Loan, which she had not obtained, owed sums which were  
13 not in fact due, and stating that they would foreclose upon the Home.

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15           39. Through communications with Bryant, Defendants each knew or had  
16 reason to know that the sums claimed by Defendants and PVK were not in fact due  
17 and owing from Bryant as the Second Mortgage Loan was obtained through  
18 fraudulent means, and that the Foreclosure had been improperly maintained for  
19 years.

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21           40. Due to Defendants' conduct, Bryant suffered actual damages, further  
22 described, *supra*, including emotional distress driven by fear, anxiety, and concern  
23 that Defendants will wrongfully seek to assert a right to collect and seek personal  
24 liability on a debt for which Bryant bears no legitimate legal obligation.



1           41. As a result of Defendants' actions, Defendants are each liable to Bryant  
2 for actual damages as further described, *supra*, statutory damages, and reasonable  
3 attorneys' fees and costs. See, 15 U.S.C. § 1692k(a).  
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6                   **COUNT TWO: AGAINST MADISON AND W&P**  
7                   **SLANDER OF TITLE**

8           42. Bryant realleges and incorporates by reference the averments contained  
9 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.  
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11           43. On October 10, 2019, the date the Defendants issued and filed a notice  
12 of default.

13           44. The Defendants did not rescind the notice of default until March 4,  
14 2020.

15           45. Plaintiff tried to refinance her Home on or about November 23, 2019,  
16 December 19, 2019 and February 20, 2020.  
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18           46. Bryant was denied all three times by the mortgage companies based on  
19 the notice of default that was filed by the Defendants on October 19, 2019 on her  
20 Home. Bryant even tried to obtain title insurance on her own in hopes that if she  
21 were able to obtain a title insurance policy that this would facilitate a refinance of  
22 her Home.  
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47. The title insurance company told her that she would either have to pay off the Second Mortgage Loan by refinancing or selling her Home.

48. If not for the Notice of Default that was filed by the Defendants, Bryant would have been able to refinance her home at a lower interest rate.

**PRAYER FOR RELIEF**

**WHEREFORE**, Lisa A. Bryant, through counsel, prays for the entry of judgment in their favor and against Madison Management Services, LLC and Waldman & Porras, PLLC, as follows:

- A. A finding that Madison and W&P each violated 15 U.S.C. § 1692(e)(2) as alleged in Count One;
- B. For an award of actual damages against Madison and W&P as to Counts One and Two;
- C. For an award of statutory damages against Madison and W&P in the amount of One Thousand Dollars (\$1,000.00) for violating the FDCPA as alleged in Count One;
- D. For an award of punitive damages against Madison and W&P as to Count Two;

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1 E. For an award of all attorneys' fees incurred in good faith against  
2 Madison and W&P as to Counts One and Two; and

3 F. Any other legal or equitable relief that the court deems appropriate.  
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5 **TRIAL BY JURY DEMANDED ON ALL COUNTS**  
6

7 Dated: November 10, 2020

8 Respectfully submitted,

9 By /s/George Haines, Esq.  
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